

LEASE AGREEMENT

This Agreement, made as of the later of the dates signed below, is between **Town of Stratham** with a mailing address located at 10 Bunker Hill Avenue, Stratham, New Hampshire 03885, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 28 Bunker Hill Avenue, Stratham, New Hampshire 03885, identified by Tax Map 9, Lot 51 on the Town of Stratham Tax Maps, and further described by Deed Book 5204, at Page 885 in the Rockingham County Registry of Deeds, and being described as a 50' by 50' parcel containing 2,500 square feet (the "Land Space") sufficient for the installation of LESSEE's monopole tower and supporting foundation (the "Tower") along with its supporting equipment shelter (the "Shelter") on the surrounding fenced-in ground space (the "Ground Space") (collectively, the "Project"); together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the existing paved driveway on the Property to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way on the Property to the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as shown on the Easement Plan LE-1, Conceptual Plot Plan LE-2 and Conceptual Site Plan & Elevation LE-3 (collectively, the "Plans") attached hereto as Exhibit "A" and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE provided that such additional right-of-way does not unreasonably interfere with LESSOR's current or anticipated use of the Property, which shall be determined in LESSOR's sole discretion. LESSOR makes no representation or warranty to LESSEE regarding the availability or use of any rights-of-way servicing the Property located on any abutting property. LESSOR agrees to cooperate with LESSEE to obtain a title insurance policy for the Rights of Way, provided that the cost of such a policy shall be borne entirely by LESSEE.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and upon the prior review and approval by LESSOR said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. **TERM; RENTAL.**

a. Subject to the terms of Paragraph 3.c. herein, this Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty Thousand Dollars (\$30,000.00) to be paid in equal monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. The Agreement shall commence upon the first day of the first

month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits (the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. In addition, LESSEE shall be required to pay to LESSOR a one-time non-refundable fee in the amount of Two Thousand Dollars (\$2,000.00) within 90 days of the Effective Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time, during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 20.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph; provided, however, that the LESSOR shall have no obligation to ensure compliance by said parties other than to provide each such party with a copy of this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein; provided, however, that the LESSOR shall have no obligation to ensure compliance by said parties other than to provide each such party with a copy of this Agreement.

c. Notwithstanding anything to the contrary in this Paragraph 3, this Agreement shall be contingent on affirmative vote of the voters of the Town of Stratham to ratify this Agreement at a duly noticed Town Meeting. If the voters of the Town of Stratham fail to ratify this Agreement at the 2016 March Town Meeting, then the Agreement shall terminate immediately and neither party shall have any further rights or obligations hereunder. LESSOR agrees to schedule a Special Town Meeting pursuant to New Hampshire RSA Section 39:4 if requested by LESSEE prior to September 1, 2015, provided that LESSEE shall reimburse LESSOR for all reasonably incurred costs and expenses associated with the preparation, notification and administration of such meeting.

d. LESSOR hereby authorizes LESSEE to apply for any such permits and approvals as LESSEE deems necessary to construct the Project. In the Event that LESSEE fails to obtain non-appealable approvals for the Project by September 1, 2015 then LESSEE may terminate this Agreement by providing written notice to LESSOR on or prior to the date set forth above and neither party shall have any further rights or obligations hereunder.

4. EXTENSIONS. Provided that LESSEE is not in default of the terms of this Agreement, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENT ESCALATION. During the initial term and all subsequent extensions under Paragraph 4 above, the annual rental will increase on each yearly anniversary of the Commencement Date in an amount equal to three percent (3.0%) of the previous year's annual rental

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining on or before September 1, 2015 all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals and shall provide any authorization as owner necessary for LESSEE to complete its applications for such

approvals. LESSEE acknowledges that LESSOR is a municipality whose land use boards and commissions may have jurisdiction over certain of the Governmental Approvals and that LESSEE shall not receive any preferential or detrimental treatment during any municipal review due to the existence of this Agreement. In the event that on September 1, 2015 (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; or (v) LESSEE determines that the Premises is no longer technically compatible for its use, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date (if any) shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for bodily injury including death and property damage each occurrence.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 26, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, during any extension term hereof LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR, together with a single lump sum payment equal to twelve (12) months of LESSEE's then-current rent.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees or abutters of the Property or the municipal police station located at 76 Portsmouth Avenue, Stratham New Hampshire, which existed prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except portions of footings located six (6) inches below the then existing grade), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 30 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the monthly rate set forth in Paragraph 15 hereof, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Prior to the issuance of any building permit for LESSEE's improvements on the Premises, LESSEE shall provide a performance bond, letter of credit or such other form of security to the Town of Stratham to secure the performance of all work contemplated by this Agreement in an amount and form to be determined by the Stratham Planning Board during its site plan application review for the Project.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 12 herein. In the event LESSEE holds over in violation of Paragraph 12 and this Paragraph 13, then such holding over will not extend the term of this Agreement, but will create a month to month tenancy under the same conditions as this Agreement except that rent shall be paid in the amount equal to one hundred fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights

hereunder under the terms of this Agreement; provided, however, that LESSOR may, at its sole discretion, sell or transfer all or any part of the Property and retain its rights under this Agreement, in which event LESSOR and LESSEE shall retain all rights and obligations hereunder.

16. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

17. TITLE. LESSOR makes no representation or warranty to LESSEE regarding title to the Property. In the event LESSEE elects to obtain a title insurance policy for the Premises, LESSOR agrees to cooperate with LESSEE to obtain such policy, provided that the cost shall be borne entirely by LESSEE.

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

20. ASSIGNMENT, LEASING, AND SUBLEASING.

a. LESSEE shall retain the exclusive right to sublet space on the Tower, within its sole discretion, upon notice to LESSOR.

b. LESSOR shall retain the exclusive right to sublet the Ground Space surrounding the Tower, within its sole discretion, upon notice to LESSEE.

c. In the event that carriers in the future desire to install equipment on the Tower and locate associated supporting equipment on the Ground Space, they must negotiate separate agreements with LESSEE for Tower space and LESSOR for Ground Space. Any such installation shall be subject to all applicable municipal land use regulations.

d. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Any sublease that is entered into by either LESSEE or LESSOR shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal

representatives of the respective parties hereto. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any sublessee.

e. LESSEE shall permit the installation of telecommunications equipment on the Tower by the Town of Stratham and/or Rockingham Dispatch, without charge, for the purpose of providing emergency service and other municipal communications, provided that there is space on the Tower sufficient for the installation, and such equipment complies with Section 12 of this Agreement.

21. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Stratham
10 Bunker Hill Avenue
Stratham, New Hampshire 03885

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

23. RECORDING. LESSOR agrees to execute a Notice of Lease that complies in content and form with New Hampshire RSA Section 477:7-a, which LESSEE may record with the appropriate recording officer.

24. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such

breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

25. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so) after prior notice to the non-performing party and the expiration of all cure applicable periods, perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the parties shall use reasonable efforts to mitigate its damages in connection with a default. If a non-defaulting party so performs any of the defaulting party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting party shall immediately be owing by the defaulting party to the non-defaulting party, and the defaulting party shall pay to the non-defaulting party upon fifteen (15) days following written demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of ten percent (10%) per annum. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within forty-five (45) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

26. ENVIRONMENTAL.

a. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSOR in the Premises.

b. LESSEE shall hold LESSOR harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any

governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSOR, its employees, agents or other lessees of the Property.

27. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within sixty (60) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than sixty (60) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon forty-five (45) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

28. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than sixty (60) days, LESSEE may, at LESSEE's option, to be exercised in writing within forty-five (45) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within forty-five (45) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

29. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement other than authorization of the voters of the Town of Stratham as set forth in Paragraph 3.c. hereof.

30. APPLICABLE LAWS. During the Term, LESSEE shall maintain the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, including the terms and conditions of any site plan review approval, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws").

31. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

32. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

(Signature Page Follows)

(Signature Page to Lease Agreement)

BY THEIR SIGNATURES, the Parties hereto have set their hands and affixed their respective seals as of the dates written below.

LESSOR:

TOWN OF STRATHAM, NEW HAMPSHIRE

By: [Signature]
Name: JIMMY D. COPELAND
Its: CHAIRMAN - SELECTMAN
Date: 6-29-15

By: [Signature]
Name: BRAUN FEDERICO
Its: V.C. SELECTMAN
Date: 6.22.15

By: [Signature]
Name: David Carade
Its: Selectman
Date: 6/22/15

LESSEE:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

By: [Signature]
Name: David R. Heverling
Its: Area Vice President Network
Date: 7/13/15

Exhibit "A"

(Plans)

[illegible]

Dewberry®
Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.695.3400
FAX: 617.695.3310

DRAWN BY:	SK
REVIEWED BY:	MFT
CHECKED BY:	BBR
PROJECT NUMBER:	50003925
JOB NUMBER:	50006194
SIT: ADDRESS:	

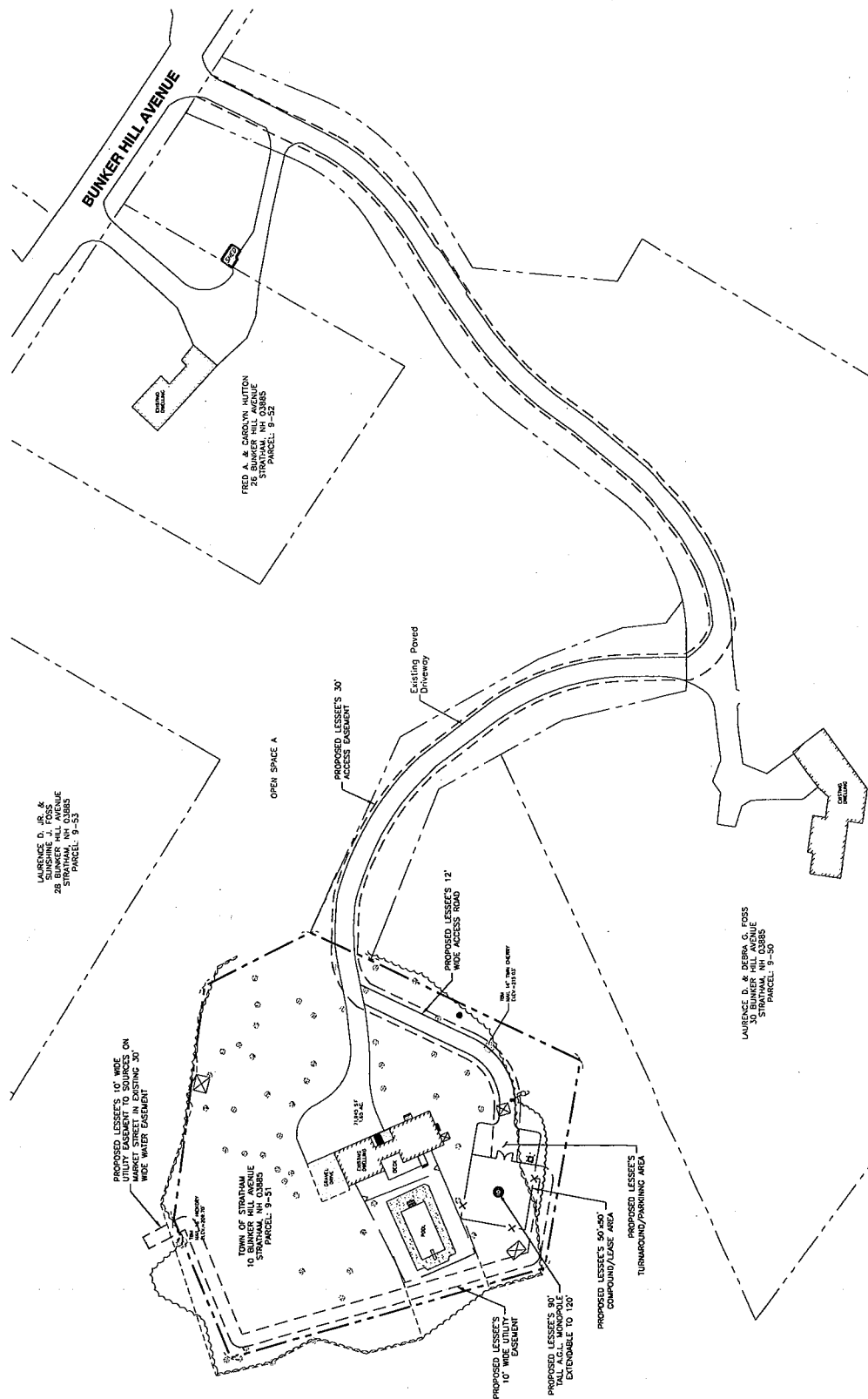
10 BUNKER HILL AVENUE
STRATHAM, NH 03085

SHEET TITLE

SHEET NUMBER

EASEMENT PLAN

13



NOTES:

1. PROPOSED LOCATIONS ARE CONCEPTUAL AND FOR LEASE EXHIBIT PURPOSES ONLY.
2. PLAN BASED ON JONES & BEACH ENGINEERS SURVEY WORKSHEET #12190, DATED 10/26/12 & SUBDIVISION PLANS FOR BUNKER HILL COMMON PROJECT BY TPM, DATED 04/02/13.

1
EASEMENT PLAN
SCALE: 1"=80' FOR 11"x17"



LEGEND

---	LOCUS PROPERTY LINE
---	Existing Property Line
---	Existing Edge Of Road/Pavement
---	PROPOSED CHAIN LINK FENCE
---	Existing Treeline
---	Existing Building

STRATHAM 2 NH

LEASE EXHIBIT

0 09/22/14 FOR SUBMITTAL
A 09/19/14 FOR COMMENT

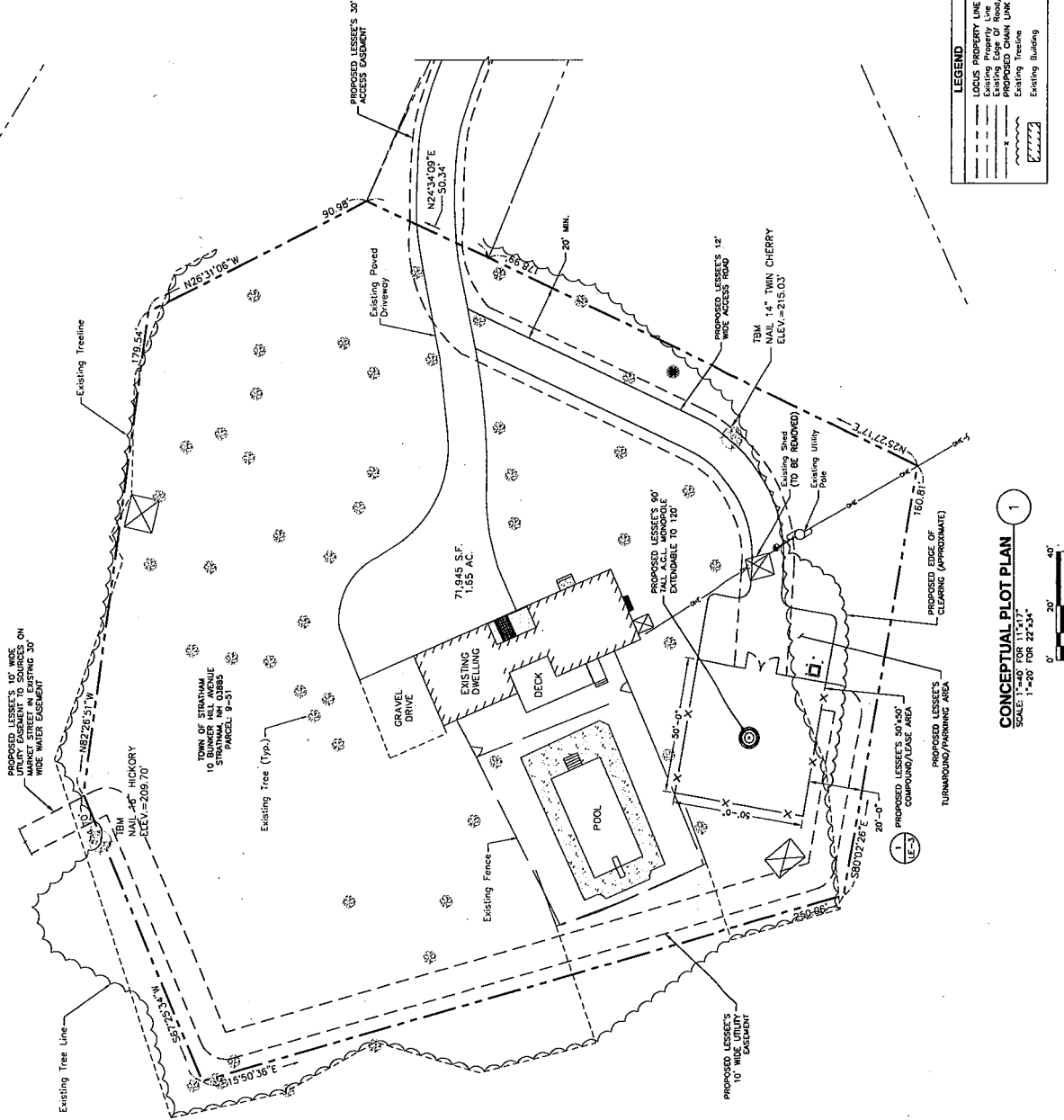


Dewberry
Dewberry Engineers Inc.
1011 HILL STREET
SUITE 100
PORTSMOUTH, NH 03801
PHONE: 603.883.8200
FAX: 603.883.8310

DRAWN BY: SK
REVIEWED BY: MFT
CHECKED BY: BBR
PROJECT NUMBER: 5002925
JOB NUMBER: 5006194
SITE ADDRESS: 10 BUNKER HILL AVENUE
STRATHAM, NH 03085

SHEET TITLE
CONCEPTUAL PLOT PLAN
SHEET NUMBER

LE-2



STRATHAM 2 NH

LEASE EXHIBIT

0 09/22/14 FOR SUBMITTAL
A 09/19/14 FOR COMMENT



Dewberry Engineers Inc.
200 BUNKER HILL AVENUE
BOSTON, MA 02109
TEL: 617.683.3100
FAX: 617.683.3110

DRAWN BY: SK

REVIEWED BY: MFT

CHECKED BY: BBR

PROJECT NUMBER: 50002923

JOB NUMBER: 50001914

SITE ADDRESS:

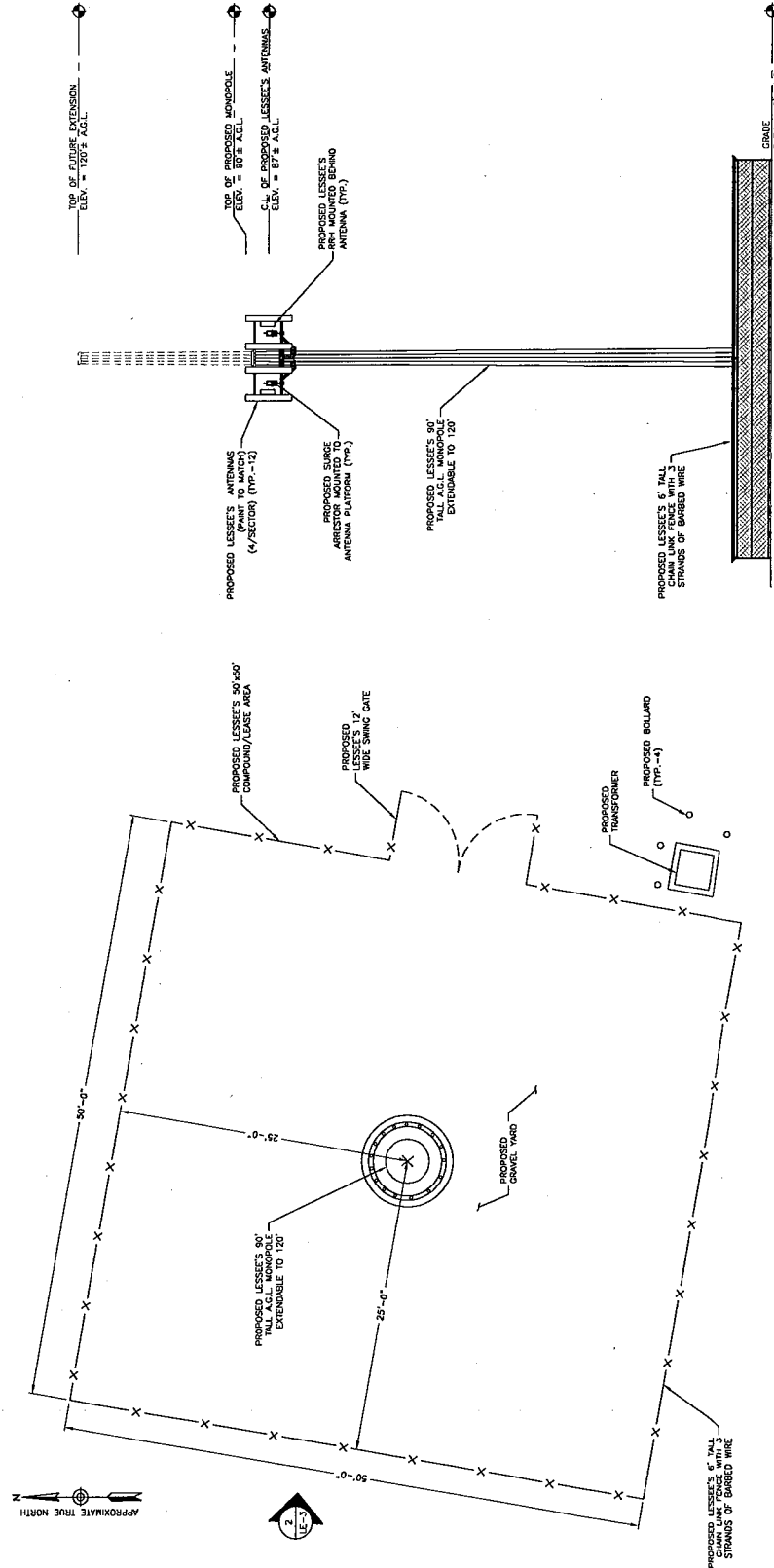
10 BUNKER HILL AVENUE
STRATHAM, NH 03085

SHEET TITLE

CONCEPTUAL SITE PLAN
& ELEVATION

SHEET NUMBER

LE-3



CONCEPTUAL ELEVATION 2
SCALE: 1"=10' FOR 22'-34"

NOTES

1. PROPOSED LOCATIONS ARE CONCEPTUAL AND FOR LEASE EXHIBIT PURPOSES ONLY.
2. A.G.L. - ABOVE GROUND LEVEL.
3. SOME EXISTING & FUTURE INFORMATION NOT SHOWN FOR CLARITY.
4. LESSEE TO GRADE COMPOUND AREA AND ACCESS ROAD AS REQUIRED FOR CONSTRUCTION OF SITE.

CONCEPTUAL SITE PLAN 1
SCALE: 1"=10' FOR 11'-17"
1"=5' FOR 22'-34"